

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 06-110**

The City of Lincoln, Nebraska intends to enter into a contract, and invites you to submit a sealed proposal for:

OCCUPATIONAL HEALTH CLINIC SERVICES

**MEETING OR EXCEEDING THE CITY OF LINCOLN, NEBRASKA
SPECIFICATIONS AND PROPOSAL REQUIREMENTS**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, April 12, 2006 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**REQUEST FOR PROPOSAL
FOR
OCCUPATIONAL HEALTH CLINIC SERVICES**

1. INTENT

- 1.1 The City of Lincoln, Nebraska is seeking proposals for the following under this Request For Proposals (RFP) format.
- 1.2 An occupation health clinic, under the direction of a licensed physician.
 - 1.2.1 This clinic facility will be for treatment of employee Workers' Compensation injuries and miscellaneous services.

2. GENERAL INFORMATION

- 2.1 The City of Lincoln is interested in receiving proposals from prospective medical groups, physicians and/or therapists regarding the above referenced RFP.
- 2.2 The City of Lincoln, hereinafter referred to as the City, has approximately 2400 employees, and is self-insured for Workers' Compensation.
- 2.3 In addition, Lincoln Electric System (LES), has some 450 employees and is self-insured for Workers' Compensation.
- 2.4 Both the City of Lincoln and Lincoln Electric System have their self-insured Workers' Compensation claims administered through the Risk Management Division of the City of Lincoln, 233 S. 10th Street, Room 210, Lincoln, NE 68508.
- 2.5 The City of Lincoln and Lincoln Electric System retain the right to reject any or all proposals submitted.
- 2.6 While every effort has been made to ensure that the information contained within this RFP is accurate and thorough, the City assumes no liability for any unintentional errors or omissions in the document.
- 2.7 The initial term of the contract(s) shall run for a period of three (3) years with the option to renew by mutual consent on an annual basis for a total contract term of five (5) years.
- 2.8 Cancellation of this contract may be initiated with a sixty (60) day written cancellation notice by either party.
- 2.9 Although the City of Lincoln and Lincoln Electric System (LES) will encourage employees to visit the provider for treatment of work related injuries, Nebraska Workers' Compensation law allows employees to visit a provider of their choosing.
 - 2.9.1 Proposers should be aware that no guarantee of the number of patients can be made because of this provision in the law.
 - 2.9.2 However, on an average there has been 300 to 310 known by the City per year.

3. GENERAL TERMS AND CONDITIONS

- 3.1 The enclosed specifications constitute the complete set of requirements for the RFP.
- 3.2 Each proposal shall be submitted with eight (8) copies.
- 3.3 All proposals shall provide a straightforward delineation of your capabilities to satisfy the requirements of this RFP.
- 3.4 Emphasis should be directed to the completeness and clarity of content.
- 3.5 The provider is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or it's rights, title or interest therein.

4. SERVICES TO BE PERFORMED

- 4.1 An occupational health clinic, under the direction of a licensed physician for Workers' Compensation injuries, shall provide the following:
- 4.2 Medical care, for injured employees, under the direction of a licensed physician.
- 4.3 Medical practitioner(s) selected shall be licenced in the state of Nebraska, have competitively priced services and provide generally accepted medical services.
- 4.4 These services should be under the supervision of a medical group, or physician(s), who are licensed to provide medical services within the state of Nebraska.

- 4.5 As accidents cannot be anticipated, it is very important that employees injured in Workers' Compensation incidents be provided services promptly by the medical care facility on a walk-in basis without initial appointments.
 - 4.5.1 Also, future scheduling must remain flexible to accommodate employee shift schedules and city preferences.
- 4.6 It should be understood that all serious and after hours care may be provided via a hospital emergency room.
- 4.7 Employees will be initially referred for care by either their supervisor, or directly by a Risk Management representative.
- 4.8 All services should be competitively priced and provide prompt and professional medical care for employees injured in Workers' Compensation incidents that arise out of and in the course of employment.
- 4.9 All cases not appearing to be work related should also be reported promptly to the Risk Management office and further treatment suspended.
- 4.10 All reports and follow up information require a prompt fax and mailing of reports to Risk Management.
- 4.11 Any questions regarding an injury or procedure, or where there is a need for further treatment and follow-up by a specialist, should be directed to the Risk Management Division.
- 4.12 From time to time, physical therapy may be required under the direction of a licensed therapist for the treatment of employee Workers' Compensation injuries:
- 4.13 In these cases, the practitioner(s) selected shall be licensed in the State of Nebraska, have competitively priced services and provide generally accepted physical therapy services.
- 4.14 All records, progress and billing should be promptly forwarded by fax and then mailed to Risk Management.
- 4.15 No treatment may be initiated without an order from a treating physician.

5. SAFETY RELATED EXAMINATIONS/TRAINING

- 5.1 The proposer must also provide information and pricing that would describe the proposed program, available from your occupational health clinic that would address safety related medical examinations or therapy that may include respirator certifications, audiometric testing under a hearing conservation program, lead level testing, carbon monoxide testing, various chemical testing programs, back safety training, blood borne pathogen training, workplace job safety analysis, review of workplace ergonomics, employee wellness presentations, fitness for duty examinations, long-term disability examinations and other examinations, as necessary.

6. INSURANCE REQUIREMENTS

- 6.1 It shall be the responsibility of the successful bidders to maintain Worker's Compensation coverage to statutory limits, with \$500,000 employer's liability coverage.
- 6.2 Comprehensive General Liability and Medical Malpractice should both have limits to \$1,000,000, combined single limit, with applicable Property insurance in effect, sufficient to safeguard the respondents property, during the period of this contract.
- 6.3 For all coverages, the respondent should list the City of Lincoln and Lincoln Electric System as Named Additional Insureds, and provide proof of coverage prior to the initiation of this contract.

7. INDEMNIFICATION AND HOLD HARMLESS

- 7.1 The proposer shall agree, by contract, to protect, defend, reimburse, indemnify and hold harmless the City of Lincoln and Lincoln Electric System, their agents, employees, volunteers and elected officials and to hold them free and harmless against any and all claims, liability, expenses, losses, costs, fines and damages, including attorneys fees, and causes of action of every kind and character, except those caused by the sole negligence of the City of Lincoln or the Lincoln Electric System, including but not limited to damage to property, or bodily injury including death, incurred by virtue of their performance under this agreement.

8. SUBMISSION REQUIREMENTS

- 8.1 All proposers shall submit eight (8) copies of their proposal, with related information by 12:00 Noon on Wednesday, April 12, 2006 to the following:
- Vince Mejer, Purchasing Agent
City of Lincoln
440 South 8th Street, Room 200
K Street Complex
Lincoln, NE 68508
Phone: 402-441-7410 Fax: 402-441-6513
- 8.2 All questions relating to the RFP should be faxed or mailed, prior to April 5, 2006 to Vince Mejer (see 8.1).
- 8.3 All proposals received shall be considered valid offers for a period of ninety (90) days following their submission by the respondent.
- 8.4 Materials and data not specifically requested for evaluation may be included in the "Additional Data" section of this proposal.
- 8.5 Respondents are asked to adhere to the specific content and sequence of information listed below.
- 8.6 A "Cover Letter" including an overview of the service provider, the name/s, address/es and hours for the person or persons at the facility, and who specifically from the organization is authorized to represent the organization in all negotiations with the City must accompany your proposal.
- 8.7 Completion of the attached Service Provider Information Sheet, to include the following:
- 8.7.1 Overall approach or philosophy
 - 8.7.2 Possible planning schedule for implementation
 - 8.7.3 Service provider team of personnel
 - 8.7.4 Staff assistance to respond to requests or questions
 - 8.7.5 Specific location(s) for conducting treatment or therapy
 - 8.7.6 Experience of the respondent/service provider
 - 8.7.7 Cost of services and all discounts
 - 8.7.8 Office hours for medical treatment and/or rehabilitation services
 - 8.7.9 Records transmission, retention and accessibility
 - 8.7.10 Samples of the treatment, work restrictions or therapy report forms
 - 8.7.11 Provisions for making job site visits to review job requirements
 - 8.7.12 Safety related examinations/training
 - 8.7.13 DOT physical examinations
 - 8.7.14 Provide insurance information listed earlier
 - 8.7.15 References of present clients
 - 8.7.16 Additional data as you see fit to help us in our review
- 8.8 Narrative information may also be added to each specific section for clarification of any of the above items on the Service Provider Information Sheet.
- 8.9 Any additional item deemed essential by the respondent may also be included in the "Additional Data" section of this proposal.

9. SELECTION PROCESS

- 9.1 All proposals received will be evaluated by a Selection Committee.
- 9.2 Proposals will be screened and finalists selected for additional review, including a panel interviews.
- 9.3 The most qualified Occupational Health Clinic will be selected for approval.
- 9.4 Ultimate acceptance or rejection of the recommended proposal, and execution of a contractual agreement thereto, is the independent and sole legal prerogative of the City.
- 9.5 All responses to this RFP become the exclusive property of the City of Lincoln.
- 9.6 Any and all costs incurred by the RFP respondents in the preparation of proposals are entirely the responsibility of the respondent.
- 9.7 To be evaluated, a proposal should adhere to the format for proposals detailed under the "Submission Requirements."
- 9.8 The criteria used as a guideline in the evaluation of these materials will include, but is not limited to the following:
 - 9.8.1 Costs of services and the discounting of fees.
 - 9.8.2 Prior experience as a medical care or rehabilitation therapy provider.
 - 9.8.3 Qualifications of personnel and demonstrated competence.
 - 9.8.4 Proposed work plan, timetables and approach/methodology.
 - 9.8.5 Ability to provide prompt reports to the City.
 - 9.8.6 Ability to complete work within acceptable time limits.
 - 9.8.7 Location of facility/facilities in relation to city operations/needs.
 - 9.8.8 Ability to work effectively with city staff and officials.
 - 9.8.9 Letters of reference from government and private businesses.
 - 9.8.10 Customer service philosophy of the provider.

10. PROPOSED TIMETABLE OF THE RFP PROCESS

<u>Week Of</u>	<u>Items Addressed</u>
March 13th	RFP's mailed to prospective bidders and published in the paper/online.
April 12th	Proposals due in to Purchasing by 12 noon.
April 17th	Review of proposals by the RFP Selection Committee.
April 24 - May 5th	Interview top candidates.
May 1- 10	Selection of Occupational Health Clinic & Agreement to City Council Agreement may be 3 years with an option to renew for 2 additional 1 year terms.

City of Lincoln, Nebraska
OCCUPATIONAL HEALTH CLINIC INFORMATION SHEET

<p>I. Information about respondent - specific location(s) of occupational health clinics for this request for proposal:</p> <p>Contact name and address of corporate offices:</p>	
<p>Telephone number at corporate office:</p>	<p>Fax number at corporate office:</p>
<p>Local addresses/phones/faxes:</p>	
<p>1.</p>	
<p>2.</p>	
<p>3.</p>	
<p>4.</p>	
<p>5.</p>	

Occupational Health Clinic Information Sheet

Company Name _____

II. Occupational health team of personnel at provider location(s):

III. Your policy regarding requests for information or questions for clinic staff:

Occupational Health Clinic Information Sheet

Company Name _____

- IV. Office hours for the occupational health clinic, and/or rehabilitation therapy services at each address listed:

- V. Methods of records transmission, retention and accessibility:

Occupational Health Clinic Information Sheet

Company Name _____

VI. Overall approach or philosophy of your firm:

VII. Program implementation plan/schedule:

Occupational Health Clinic Information Sheet

Company Name _____

VIII. Cost of services:

Will you offer a PPO or other discount over and above the State Workers' Compensation Fee Schedule?

☐ yes ☐ no

If yes, how much?

IX. Experience of the service provider:

X. Please attach a sample copy of your treatment, work restrictions or therapy report forms.

XI. Insurance information. Please attach a copy of your firm's certificate of insurance to indicate your insurance coverage.

XII. References. Please attach 3-5 reference letters from either the governmental or private sector regarding your local firm.

XIII. Provisions for making job site visits to review job requirements:

XIV. Safety examination(s) or wellness related examination(s), training or therapy. Please provide possible services and costs for providing the following, as applicable:

- Safety and Health Training (per hour)
- Back Safety Education Training (per hour)
- Respirator Certifications
- Medical evaluation for respirator usage
- Ergonomic Workstation Assessment (per hour)
- Wellness training
- Immunizations (tetanus/flu)
- Blood chemistry profiles
- DOT Physical exam
- Fitness for Duty or long term disability evaluation exam

- XV. **Additional Data.** Please provide any additional data, not previously addressed, that you feel is important to this request for proposal.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☐ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.